

Exhibit A

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14 **IN THE SUPERIOR COURT OF FERRY COUNTY, STATE OF WASHINGTON**

15
16 **IN RE:**

17
18 **CONNOR, JOSEPH A III**

Case No. 11-2-00098-6

19
20 **Plaintiff**

Judge: Nielson

21
22 **V.**

NOTICE OF MOTION

23
24 **GMAC MORTGAGE, LLC et al**

**MOTION TO ALLOW PLACMENT OF
LIS PENDENS**

25
26 **Defendants**

PLAINTIFF'S DECLARATION

27
28
29 **PLAINTIFF'S MEMORANDUM**

30
31 **Date of Hearing: 27 April 2012**

32
33 **Time of Hearing: 10 am**

34
35 **NOTICE OF MOTION**

36
37 **PLEASE TAKE NOTICE, the Plaintiff, Joseph A Connor III, has filed a Motion to Allow the**

38
39 **Placement of a Lis Pendens on the property at 17467 N. Highway 21, Malo, WA 99150. This**

40
41 **Motion is based on the Notice of Motion, the Motion itself, the Plaintiff's Declaration, Plaintiff's**

-Notice of Motion
-Motion to Allow Placement of Lis Pendens
-Plaintiff's Declaration
-Memorandum of Points and Authorities

Joseph A Connor III
Box 1474
Cobb, CA 95426
707-809-7093

1
2 Memorandum and attachments 1-8.

3
4 Dated: 2 April 2012



Joseph A Connor III, Pro se Plaintiff

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9 **MOTION**

10
11 1. THE PLAINTIFF, Joseph A Connor III, Moves this Court for Permission to Place a Notice of
12
13 Pendency of Action on the property at 17467 N. Highway 21, Malo, WA 99150. A legal
14
15 description is attached (attachment #8).

16
17 2. The Plaintiff holds that the documents of transfer, growing out of a settlement between
18
19 himself and GMAC Mortgage, LLC, are defective, and still leave Plaintiff as legal owner of the
20
21 property, which is not in accord with the intent of the parties.

22
23 3. There is litigation in progress before this Court to address the Defendants' Breach of
24
25 the Settlement Agreement between the parties, and to compel GMAC Mortgage, LLC to show it
26
27 has standing as a party in interest re: the property identified in para. #1, and therefore the
28
29 ability to contract on behalf of the true owner/s of that certain Deed of Trust dated 26 June
30
31 2009, and recorded 31 July 2009 as instrument no. 274987 in the records of the County
32
33 Recorder of Ferry County, State of Washington. The Plaintiff holds it an unsettled matter,
34
35 in any and all dealings with the Defendants, as to whether he has been involved with the
36
37 correct party; the issue being, does GMAC Mortgage, LLC have any connection to either
38
39 the property identified in para. #1, or the Deed of Trust identified above, and the obligation
40
41 said Deed of Trust secures? Furthermore, could GMAC Mortgage, LLC rightfully be a party to
42

-Notice of Motion
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Joseph A Connor III
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1 the Settlement Agreement and Addendum thereto, executed between itself and the Plaintiff?

2
3 4. Given the issues enumerated in paragraphs 2 and 3 above, Plaintiff holds that the
4
5 placement of a Lis Pendens on the property identified in paragraph 1, is proper and timely
6
7 as a prophylactic to discourage any further transfers of the property, transfers which
8
9 could well lead to further litigation involving both existing and new litigants.

10
11 Dated: 2 April 2012


Joseph A Connor III, Pro se Plaintiff

12
13
14
15 **DECLARATION OF PLAINTIFF**

16
17 I, Joseph A Connor III, Declare the following under penalty of perjury:

18
19 1. I am over 18 years of age.

20
21 2. I am the Plaintiff in Connor V. GMAC Mortgage, LLC et al, Case No. 11-2-00098-6, now
22
23 Pending in Ferry County Superior Court. I represent myself in this matter.

24
25 3. GMAC Mortgage, LLC and Ally Financial, Inc are named Defendants in said case before
26
27 the Court.

28
29 4. Original pleadings were duly served on Defendants by personal service of the Sheriff's
30
31 Department of Montgomery County, PA on 27 February 2012.

32
33 5. The Plaintiff has issued a 1st set of Interrogatories to GMAC Mortgage, LLC, served
34
35 upon Defendant's attorney, William Fig, of Portland, Oregon. The 30-day tolling period
36
37 on said Interrogatories began on 19 March 2012 by mutual agreement of the parties.

38
39 6. The Plaintiff Declares the authenticity of attachments 6 and 7, a Full Reconveyance
40
41 and GMAC's instructions to LSI Title Agency, Inc to reconvey the Note and Deed of Trust,
42


-Notice of Motion
-Motion to Allow Placement of Lis Pendens
-Plaintiff's Declaration
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Joseph A Connor III
Box 1474
Cobb, CA 95426
707-809-7093

1 respectively.
2

3 7. The Plaintiff has nothing further to Declare.
4

5 Dated: 2 April 2012
6
7
8



Joseph A Connor III, Pro se Plaintiff

9 **MEMORANDUM OF POINTS AND AUTHORITIES**
10

11 1. Plaintiff asks the Court to note attachment #1, a Deed of Reconveyance, dated
12
13 1 January 2012, and recorded with the Ferry County Auditor on 9 February 2012 as instrument
14
15 0279594. This Reconveyance names Mortgage Electronic Registration Systems, Inc (MERS) as
16
17 Beneficiary of that certain Deed of Trust dated 26 June 2009 and recorded as instrument
18
19 274987 with the Ferry County Auditor. Moreover, the document names MERS as Beneficiary on
20
21 9 February 2012, the date of reconveyance and recording. Based on a prior Assignment of
22
23 Successor Trustee by the Beneficiary MERS (attachment #2), instrument 279593
24
25 recorded the same day, First American Title Insurance Company (the successor Trustee)
26
27 reconveys the Deed of Trust and Note to the Plaintiff.
28

29 2. On 13 August 2010, MERS, on its own authority as the Beneficiary named in the original
30
31 Deed of Trust (attachment #3), assigns the Deed of Trust to GMAC Mortgage, LLC and names
32
33 GMAC as the new Beneficiary (attachment #4), whereupon GMAC appoints LSI Title Agency, Inc
34
35 as Successor Trustee (attachment #5).
36

37 3. The assignment of the Deed of Trust by MERS to GMAC Mortgage, LLC was not donative,
38
39 but was made for consideration.
40

41 4. Assuming MERS, the Beneficiary named in the original Deed of Trust, was the proper
42

-Notice of Motion
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-Plaintiff's Declaration
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1 Beneficiary on 13 August 2010, the transfer of the Deed of Trust by MERS to GMAC Mortgage,
2
3 LLC appears valid, at least on the surface.

4
5 5. Generally, the effect of a valid assignment of a contract, in this case a Mortgage, is to
6
7 extinguish privity between the assignor and the obligor and create privity between the
8
9 obligor and the assignee (Chitty on Contracts, Vol. 1, 2004). The assignment then, of a Deed of
10
11 Trust/Mortgage transfers all rights/benefits to the assignee, and is irrevocable. Presumably, this
12
13 includes the right to appoint a successor trustee, or take any other actions in the capacity of
14
15 Beneficiary.

16
17 6. We are left then, with a situation wherein MERS transferred the Deed of Trust, naming
18
19 GMAC the new Beneficiary on 13 August 2010, thereby extinguishing all MERS' rights/benefits,
20
21 and then on 20 February 2012, exercises the right of a Beneficiary to appoint a successor
22
23 Trustee, a right it had transferred to GMAC some 18 plus months earlier. On the face of it this
24
25 seems irregular, and prompts the Plaintiff to question the effectiveness of the 20 February 2012
26
27 Deed of Reconveyance. The Plaintiff holds that this jeopardizes the intended finality of the
28
29 transfer between himself and GMAC, and that furthermore, it leaves him liable under the Deed
30
31 of Trust for the obligation it secures. This should render the placement of a Lis Pendens on the
32
33 property in question, not just reasonable, but sensible as well.

34
35 7. The Deed of Reconveyance recorded on 9 February 2012 and executed by First
36
37 American Title Insurance Company on 31 January 2012, was not the document agreed upon by
38
39 the Plaintiff and attorney for the Defendants Devra Featheringill of Seattle, WA. That
40
41 reconveyance document (attachment #6) specifically named the Plaintiff as the legally entitled
42

-Notice of Motion
-Motion to Allow Placement of Lis Pendens
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Joseph A Connor III
Box 1474
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707-809-7093


1 person to be conveyed the interests held by the Trustee under the Deed of Trust.
2

3 8. Also to be signed and notarized by GMAC was its instructions, as Beneficiary, to the
4
5 Trusee, LSI Title Agency, Inc, to reconvey the Deed of Trust and Note (attachment #7). As the
6
7 Court will note, in paragraph 1 of the Instructions to Reconvey, GMAC purports to be the holder
8
9 of the Note secured by the Deed of Trust in question, and then in paragraph 2, GMAC
10
11 indemnifies LSI Title Agency, Inc against any claims that may arise because it doesn't hold the
12
13 Note and Deed of Trust. The Plaintiff will prove the authenticity of these documents in due
14
15 course, but for now asks the Court to accept his Declaration to that effect.
16

17 9. GMAC Mortgage, LLC has yet to produce a single piece of evidence that it is a party
18
19 in interest to the Plaintiff's Deed of Trust and Note, or for that matter that it has any connection
20
21 at all to said documents or the property at issue. Plaintiff has asked for such evidence in his
22
23 1st set of Interrogatories to GMAC. Those responses are not due until 17 April 2012 and
24
25 hopefully will be available for the hearing on this motion.
26

27 10. The plaintiff has attempted herein to cast doubt on the effectiveness of certain
28
29 documents critical to the enshrinement of the Settlement Agreement entered into by
30
31 himself and GMAC Mortgage, LLC et al, and is now part of the Court record in the instant
32
33 case. Such doubt, the Plaintiff holds, rises to a level sufficient to merit the placement of a
34
35 Lis Pendens on the property in question.
36

37
38 Dated: 2 April 2012
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41
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Joseph A Connor III, Pro se Plaintiff

-Notice of Motion
-Motion to Allow Placement of Lis Pendens
-Plaintiff's Declaration
-Memorandum of Points and Authorities

Joseph A Connor III
Box 1474
Cobb, CA 95426
707-809-7093

CERTIFICATE OF SERVICE

I declare under penalty of perjury under the laws of the State of Washington that on
April 2, 2012, I caused to be delivered to the following address a copy of the foregoing
Notice of Motion, Motion for Permission to Place Lis Pendens, Plaintiff's Declaration and
Memorandum of Points and Authorities, by 1st Class US Mail, Postage Prepaid:

William G Fig
Sussman Shank LLP
1000 SW Broadway, Suite 1400
Portland, Oregon 97205

Dated: April 2, 2012, Cobb, CA 95426



Celeste Potter

-Notice of Motion
-Motion to Allow Placement of Lis Pendens
-Plaintiff's Declaration
-Memorandum of Points and Authorities

Joseph A Connor III
Box 1474
Cobb, CA 95426
707-809-7093

When Recorded Return To:

LIEN RELEASE
GMAC MORTGAGE, LLC
3451 HAMMOND AVENUE
PO BOX 780
WATERLOO, IA 50704-0780

Ferry County, WA Dianna Galvan, Auditor 0279594
Pg:1
COLUMBIA TITLE 02/09/2012 01:37 PM



Deed of Reconveyance

GMAC MORTGAGE, LLC #0602414004 "CONNOR" Ferry, Washington PIF:
MERS #: 100045200000816057 SIS #: 1-888-679-6377

WHEREAS FIRST AMERICAN TITLE INSURANCE COMPANY is the present Trustee of record under the following described Deed of Trust:

Trustor: JOSEPH A. CONNOR
Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")
Original Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC (MERS)
Original Trustee: FERRY COUNTY PROFESSIONAL SERVICES, INC.
Dated: 06/26/2009 Recorded: 07/31/2009 as Instrument No.: 274987 in the Records of the County Recorder of Ferry, State of Washington.
Property Address: 17646 HIGHWAY 21 N, MALO, WA 99150

AND WHEREAS, the above said Deed of Trust has been paid in full;

NOW THEREFORE, the present Trustee having received from the present owner of the beneficial interest under said Deed of Trust and the obligations secured thereby a written request to reconvey by reason of the obligations secured by said Deed of Trust,
DOES HEREBY RECONVEY, without warranty, to the person or persons legally entitled thereto, the estate, title and interest now held by it under said Deed of Trust, describing the land therein as more fully described in said Deed of Trust.

By FIRST AMERICAN TITLE INSURANCE COMPANY as Trustee
On 11/31/12

RE
RONALD E. ROONEY, AUTHORIZED SIGNATORY

STATE OF South Carolina
COUNTY OF Lexington

The foregoing instrument was acknowledged before me, a Notary Public, on 1-31-12 by Ronald E. Rooney, Authorized Signatory of First American Title Insurance Company on behalf of the corporation.

WITNESS my hand and official seal,

Joan M Dunkelberg
Notary Expires: 12/2/2021

JOAN M DUNKELBERG
Notary Public
South Carolina
My Commission Expires 12/02/2021

(This area for notarial seal)

Attachments #1

Ferry County, WA Dia. *salvan*, 0279593
Pg=1 Auditor
COLUMBIA TITLE 02/09/2012 01:34 PM



When Recorded Return To:

LIEN RELEASE
GMAC MORTGAGE, LLC
3451 HAMMOND AVENUE
PO BOX 780
WATERLOO, IA 50704-0780

APPOINTMENT OF SUCCESSOR TRUSTEE

GMAC MORTGAGE, LLC #:0602414004 "CONNOR" Ferry, Washington PIF:
MERS #: 100045200000816067 SIS #: 1-888-679-6377

WHEREAS, the undersigned is the present Beneficiary under the Deed of Trust Described as follows:

Original Trustor : JOSEPH A. CONNOR
Original Beneficiary : MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC (MERS)
Dated: 06/26/2009 Recorded: 07/31/2009 as Instrument No.: 274987 In the County of Ferry State of Washington

Property Address: 17646 HIGHWAY 21 N, MALO, WA 99150

AND WHEREAS, the undersigned, who is the present Beneficiary under said Deed of Trust, desires to appoint a successor Trustee under said Deed of Trust in the place and stead of present Trustee thereunder;

Now therefore, the undersigned hereby appoints FIRST AMERICAN TITLE INSURANCE COMPANY whose address is 450 EAST BOUNDARY STREET, CHAPIN, SC 29036 as Successor Trustee under said Deed of Trust, to have all the powers of said original Trustee, effective immediately.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")

On 1-24-12

By:
Jody Delfs, Assistant Secretary

STATE OF Iowa
COUNTY OF Black Hawk

On 1-24-12, before me, B. ARNDT, a Notary Public in and for Black Hawk in the State of Iowa, personally appeared Jody Delfs, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

B. ARNDT

Notary Expires: 03/04/2014 #766996



(This area for notarial seal)

Attachment # 2



FCPS INC

274987

Page: 1 of 31
07/31/2009 3:28 pm
Ferry Co Wa

Pg 11 of 17

After Recording Return To:

Eagle Home Mortgage, LLC
10510 NE Northup Way #300
Kirkland, Washington 98033

PAID

JUL 31 2009

FERRY CO. TREASURER
BY *Rupit Huan*

EXCISE TAX

ST 1510.40 LOC 295.00
INT. ST. LOC
PEN ST. LOC
TECH 5.00 PROC
REC # 87-244[Space Above This Line For Recording Data]
Case Number: 46-46-6-0656432 Loan Number: EG93034

DEED OF TRUST

MIN: 1000452-0000081606-7

Grantor(s) (Last name first, then first name and initials):

1. CONNOR, JOSEPH A.

2.

3.

4.

5.

6.

☐ Additional names on page of document.

Grantee(s) (Last name first, then first name and initials):

1. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS)

2. *Ferry County Professional Services, Inc*

3.

4.

5.

6.

☐ Additional names on page of document.

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range):

TAX# 11C PT GL 3 SEC.15 TWN 38N RNG 33 E. W.M.

Full legal description on page 4 of document.

Assessor's Property Tax Parcel(s) or Account Number(s): 33815110002100

Reference Number(s) Assigned or Released:

☐ Additional references on page of document.WASHINGTON-Single Family-UNIFORM INSTRUMENT
MODIFIED FOR DEPARTMENT OF VETERANS AFFAIRS - MERS
(Rev. 1/01) Page 1 of 17DocMagic eForms 800-649-1362
www.docmagic.com

Wadotz.va.xml

A Hash memo # 3



FCPS INC

274987

Page: 2 of 31
07/31/2009 3:28 pm
Ferry Co Wa

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated JUNE 26, 2009, together with all Riders to this document.

(B) "Borrower" is JOSEPH A. CONNOR, A Single Individual

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Eagle Home Mortgage, LLC

Lender is a DELAWARE LIMITED LIABILITY COMPANY organized and existing under the laws of DELAWARE
Lender's address is 10510 NE Northup Way #300, Kirkland, Washington 98033

(D) "Trustee" is Ferry County Professional Services, Inc.
319 East Delaware Avenue, Republic, Washington 99166

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated JUNE 26, 2009. The Note states that Borrower owes Lender ONE HUNDRED EIGHTEEN THOUSAND AND 00/100 Dollars (U.S. \$ 118,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2039.

A Hachment # 3a

Ferry County, WA

Dianna Galvan,
Auditor

0277187

Pg#1

FERRY COUNTY PROFESSIONAL

08/18/2010 03:10 PM



00000994201002771870010017

Requested and Prepared by:
Executive Trustee Services, LLC

When Recorded Mail To:
Executive Trustee Services, LLC
2255 North Ontario Street, Suite 400
Burbank, California 91504-3120

Loan No.: 0602414004

TS NO: WA-254476-V

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned corporation hereby grants, assigns, and transfers to:

GMAC MORTGAGE, LLC FKA GMAC MORTGAGE CORPORATION

all beneficial interest under that certain Deed of Trust dated: 6/26/2009 executed by JOSEPH A. CONNOR, A SINGLE INDIVIDUAL, as Trustor(s), to FERRY COUNTY PROFESSIONAL SERVICES, INC, as Trustee, and recorded as Instrument No. 274987, on 7/31/2009, in Book , Page of Official Records, in the office of the County Recorder of Ferry County, Washington together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

DATE: 8/13/2010

**MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC**



Rosalie Solano, Asst. Secretary

State of California } SS.
County of Los Angeles }

On 8/13/2010 before me, Dee C. Ortega Notary Public, personally appeared Rosalie Solano who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

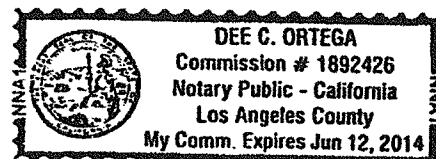
I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Dee C. Ortega

(Seal)



Dee C. Ortega #4

Ferry County, WA

Dianna Galv.
Auditor

0277188

Pgs=1

FERRY COUNTY PROFESSIONAL

08/18/2010 03:14 PM



00000995201002771880010014

AND WHEN RECORDED MAIL TO:
Executive Trustee Services, LLC
2255 North Ontario Street, Suite 400
Burbank, California 91504-3120

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No.: 0602414004

T.S. #: WA-254476-V

APPOINTMENT OF SUCCESSOR TRUSTEE

NOTICE IS HEREBY GIVEN that LSI TITLE AGENCY, INC, a corporation formed under RCW 61.24, whose address is 1111 Main St., #200 Vancouver, WA 98660 is appointed successor trustee under that certain deed of trust in which JOSEPH A. CONNOR, A SINGLE INDIVIDUAL is the Grantor, and FERRY COUNTY PROFESSIONAL SERVICES, INC is the Trustee, and "MERS" MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR EAGLE HOME MORTGAGE, LLC A DELAWARE LIMITED LIABILITY COMPANY is the Beneficiary under that Trust Deed dated 6/26/2009, and recorded on 7/31/2009, under Auditor's File No. 274987 as book and page of the Records of Ferry County, Washington, it to have all the powers of said original trustee, effective forthwith.

IN WITNESS WHEREOF, the undersigned Beneficiary has hereunto set his hand; if the undersigned is a corporation, it has caused its corporate name to be signed and affixed hereunto by its duly authorized officers.

Dated: 8/13/2010

GMAC MORTGAGE, LLC FKA GMAC MORTGAGE CORPORATION

DONNA FITTON, LIMITED SIGNING OFFICER

State of California) ss.
County of Los Angeles)

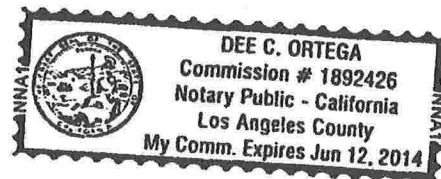
On 8/13/2010 before me, Dee C. Ortega Notary Public, personally appeared Donna Fitton personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Dee C. Ortega

(Seal)



Attachment #5

6
AFTER RECORDING RETURN TO:

Bishop, White & Marshall, P.S.

Attn: William L. Bishop, Jr.

720 Olive Way, Suite 1301

Seattle, WA 98101

Reference No. _____

FULL RECONVEYANCE

The undersigned as trustee under that certain Deed of Trust, dated June 26, 2009, in which Joseph A. Connor III is grantor and Mortgage Electronic Registration Systems, Inc. is beneficiary, recorded on July 31, 2009 under Auditor's File No. 274987, records of Ferry County, Washington, having received from the beneficiary under said Deed of Trust, a written request to reconvey, does hereby reconvey, without warranty, to Joseph A Connor III all of the right, title and interest now held by said trustee in and to the property described in said Deed of Trust.

DATED this ____ day of May, 2011.

LSI TITLE AGENCY, INC.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of May, 2011, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of LSI Title Agency, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

Attachment # 6

Attachment # 7

**REQUEST FOR FULL RECONVEYANCE AND
INDEMNITY FOR DEED OF TRUST**

1. The undersigned, GMAC Mortgage, LLC, is the holder of the Note secured by the certain Deed of Trust, which is more particularly described below. Said Note, together with all other indebtedness secured by said Deed of Trust, has been fully paid or satisfied. LSI Title Agency, Inc. (hereinafter called the "Trustee" or "Successor Trustee"), is directed to cancel said Note and the Deed of Trust and to reconvey, without warranty, all the estate now held by you under said Deed of Trust to Joseph A Connor III.

2. In consideration of the issuance by Trustee or Successor Trustee of its Deed of Reconveyance or Full Reconveyance of the below-described Deed of Trust, without surrender to it of the original copy of said Note and/or Deed of Trust for cancellation and retention, the undersigned company does hereby indemnify and hold harmless the Trustee or Successor Trustee from any and all claims, demands, liability, loss, damage or expense arising from, asserted or alleged, by reason of the issuance of such Deed of Reconveyance or Full Reconveyance, without having possession of the original Note and/or Deed of Trust.

3. The Note and Deed of Trust that are the subject of this Request for Full Reconveyance and Indemnity Agreement are described as follows:

Note dated June 26, 2009, secured by Deed of Trust executed on June 26, 2009, and recorded on July 31, 2009 Instrument No. 274987 of the Official Records/Auditor's Records of Ferry County, State of Washington.

Dated: _____

LENDER:
GMAC Mortgage LLC

Name: _____

Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned authority, on this day appeared _____,
_____ of GMAC Mortgage, LLC, known to me to be the person whose
name is subscribed to the foregoing instrument and acknowledged to me that she executed
the same for the purposes and consideration, and in the capacity therein expressed.

Given under my hand and seal of office this _____ day of _____, 2011

EXHIBIT A

A tract of land in Government Lot Three (Gov. Lot 3), Section Fifteen (15) Township Thirty-Eight (38) North, Range Thirty-three (33) E.W.M., more particularly described as follows: Beginning on the East line of Lot 3 at the point where Curlew Creek intersects the East line of Lot 3; thence following the thread of Curlew Creek in a Southwesterly direction to a point of intersection with the West right of way line of State Highway No. 4-A (SR21), as located September 15, 1971; thence following said Westerly right of way line of said State Highway in a Northeasterly direction to the East line of said Lot 3; thence North along said East line to the point of beginning.

EXCEPTING THEREFROM the right of way for State Highway No. 4-A (SR 21).

Situated in Ferry County, State of Washington

Attachment # 8